Contracts made in consideration of divorce fall among those held void as against public policy. *Pereira v. Pereira* (1909) 156 Cal. 1, 103 Pac. 488; *cf.* also (1915) 24 YALE LAW JOURNAL, 348. Where the parties are *in pari delicto* neither law nor equity will aid either, when the agreement has been wholly executed. *Platt v. Elias* (1906) 186 N. Y. 374, 79 N. E. 1. Nor, it seems, may property be recovered which has been transferred in part execution of the agreement. *Booker v. Wingo* (1888) 29 S. C. 116, 7 S. E. 49. And so far as the latter is wholly executory, the courts refuse all aid in its enforcement. See (1919) 28 YALE LAW JOURNAL, 502; (1917) 27 *ibid.* 273. Difficulty arises only where the execution or enforcement is still partial. Where judgment has been entered for one party to the illegal contract—at least where it was by confession, so that the other has not truly had his day in court—the judgment may be opened to permit defence. *Fields v. Brown* (1900) 188 Ill. 111, 58 N. E. 977; *Bredin's Appeal* (1879) 92 Pa. 241, 37 Am. Rep. 677. And there is authority for staying execution proceedings, as in the principal case. *Given's Appeal* (1888) 121 Pa. 260, 15 Atl. 468. To refuse such a stay would indirectly give judicial aid of a kind from which either wrong-doer may well be barred. And allowing an apparent obligor to take the initiative in equity by enjoining suit on a note, may be explained as in effect merely one form of defence. See *Booker v. Wingo, supra. Quaere:* Whether negotiation of such a note would be enjoined, or the note impounded and cancelled; such action would seem to overstep the general rule outlined above. But at least one court has gone far in aid of a wrong-doing obligor. A mortgage had been given, with power of sale; sale under the power was enjoined, as likely to create a cloud on title, and the mortgage was cancelled. *Basket v. Moss* (1894) 115 N. C. 448, 20 S. E. 733. As to recovery by the "dupe" against the "knave," though the transaction was illegal, see (1918) 27 YALE LAW JOURNAL, 1090; also (1915) 24 *ibid.* 255.

CRIMINAL LAW—CRIMINAL RESPONSIBILITY FOR ACT OF SERVANT.—The New York Labor Law (Consol. L. 1909, ch. 31, sec. 162) prohibited the employment of child labor. The penal statutes (Consol. L. 1909, ch. 40, sec. 1275) provided that violation of the Labor Law should be a crime punishable by *fine* for the first offense, which for second offense might be followed by *imprisonment.* The defendant, a corporation engaged in selling milk, was prosecuted for violation of the Labor Law by one of its servants, a wagon driver, who employed a boy to watch his bottles. The defendant had prohibited such hiring by its servants but had not adequately supervised the enforcement of its rules. *Held,* that the defendant was guilty, since the Labor Law imposed a non-delegable duty to suffer no violation of its provisions which could be prevented by reasonable regulation; and since, further, a duty to make reparation to the state for the wrongs of servants, when not carried beyond the payment of a moderate fine, is a reasonable regulation of the right to do business by proxy. *People v. Sheffield Farms—Slawson-Decker Co.* (1918, N. Y.) 121 N. E. 474.

It is the general rule that the master is not criminally liable for the acts of his servants unless committed by his command or with his assent. 26 *Cyc.* 1546. Quite frequently, however, statutes impose non-delegable duties upon the master or principal when public health, morals, etc., are involved, and supervision is difficult. *State v. Fagan* (1909) 24 Del. (1 Boyce) 45, 74 Atl. 693. The violation of such duties by a servant without the knowledge or even against the direct orders of the master may subject the master to criminal liability. *State v. Gilmore* (1908) 80 Vt. 514, 68 Atl. 658, 41 L. R. A. (N. S.) 786; 13 Ann. Cas. 324, note (sale of intoxicating liquor to a minor); *Tenement House, etc. v. McDevitt* (1915) 215 N. Y. 160, 109 N. E. 88, Ann. Cas. 1917A 455 (use of house by lessee, for prostitution); *Brown v. Foot* (1892, Q. B.)

66 L. T. Rep. (N. S.) 649, 17 Cox C. C. 509 (milk adulteration by servant); *State v. Mason* (1894) 26 Ore. 273, 36 Pac. 130, 26 L. R. A. 779 (libel published without knowledge of newspaper owner). In such cases no criminal intent is necessary. That the master is a corporation does not, therefore, relieve it. 7 Labatt, *Master and Servant,* 7932; Laski, *Vicarious Liability* (1916) 26 YALE LAW JOURNAL, 105, 130. Such absolute liability must depend upon the wording and purpose of the statute. 7 Labatt, *op. cit.* 7892. These statutes are not open to constitutional attack,—at least unless the fine is grossly disproportionate. *Ibid.* 7927; *New York Cent. & H. R. R. v. United States* (1909) 212 U. S. 481, 29 Sup. Ct. 304; see *Waters-Pierce Oil Co. v. Texas* (1908) 212 U. S. 86, 111, 29 Sup. Ct. 270. But the limit of criminal liability in all such cases has been a money fine, or confiscation of the property involved. *United State v. Brig Malek Adhei* (1844, U. S.) 2 How. 210, 233; *cf.* for a common procedure *Chase v. Proprietors, etc.* (1919, Mass.) 122 N. E. 162. It has been intimated, however, that imprisonment of the master might be sanctioned, at least where the law provides for imprisonment, on default of payment of a fine. See *Pearks, Gunston etc. v. Southern Counties Co. Ltd.* [1902] 2 K. B. 1, 11. And the question may well come up in a stronger form in case of prosecution for a second offense under the statute involved in the instant case. Although the majority refused to pass on this point, Crane, J., in a special concurrence indicated his strong opinion that such imprisonment could not be imposed. Even should the court decide to the contrary, it is difficult, in the absence of express direction, to see how such a penalty could be enforced against a corporation.

ESTOPPEL BY MISREPRESENTATION—EFFECT OF RECORDING ACTS—FAILURE TO RECORD EQUITABLE CLAIM.—The defendant permitted the record title to certain land to stand in the name of another. This other was to the defendant's knowledge engaged in a business which required the incurring of debts. The persons who were so extending credit relied upon the record and also upon the statement of the holder of the record title that he owned the property in question. The holder of the record title when faced with bankruptcy proceedings conveyed the property to the defendant. The trustee in bankruptcy brought the present action to recover it for the benefit of the creditors. *Held,* that he was entitled to the relief asked. *Bergin v. Blackwood* (1919, Minn.) 170 N. W. 507.

See COMMENTS, p. 685, *supra.*

HUSBAND AND WIFE—FRAUDULENT CONVEYANCE IN CONTEMPLATION OF MARRIAGE—RECOVERY OF DOWER RIGHT.—A widowed father conveyed all his property to his son without consideration. At the time, he was considering re-marriage, and although he had no particular woman in mind, his motive in making the conveyance was to deprive any future wife of her marital rights in his property. Twenty-two months later he married the plaintiff, and lived with her for more than a year until his death. The plaintiff widow brought a bill in equity, setting out these facts and praying that the deed to the son be set aside, and that she recover her dower and homestead rights. *Held,* that a demurrer to the bill had been improperly sustained. *Jarvis v. Jarvis* (1919, Ill.) 122 N. E. 121.

Equity has always enforced a wife's marital rights in property which her husband conveyed upon the "eve of marriage" with the intent to defraud her. *Roberts v. Roberts* (1917) 131 Ark. 90, 198 S. W. 697; *Deke v. Huenkemeier* (1913) 260 Ill. 131, 102 N. E. 1059. Fraudulent intent must appear. A genuine desire to make reasonable provision for children by a former wife validates the conveyance. *Goff v. Goff's Exrs.* (1917) 175 Ky. 75, 193 S. W. 1009; *Kinne v. Webb* (1893, C. C. A. 8th) 54 Fed. 34. Also the conveyance must have been